
EXHIBIT F6

INTER-MUNICIPAL SEWER LINE EXTENSION AGREEMENT,
DATED MAY 17, 1988, BY AND BETWEEN THE BOROUGH OF
MALVERN AND THE TOWNSHIP OF WILLISTOWN

INTER-MUNICIPAL SEWER LINE EXTENSION AGREEMENT

RECEIVED BY
MAY 19 1988
WILLISTOWN TWP.

THIS AGREEMENT is made by and between the Borough of Malvern ("Borough") and the Township of Willistown ("Township").

BACKGROUND

Both the Borough and the Township are Pennsylvania municipalities located in Chester County. The Borough and the Township each own and operate sewage collection systems within their respective geographical borders. Each system is operated directly by the municipality and not through or under the auspices of an operating municipal authority.

Certain areas of the Township which do not now have public sewer service could be provided with such service more efficiently by extending sewer lines from existing Borough lines. Similarly, certain areas of the Borough could be provided with sewer service more efficiently by extending sewer lines from existing Township lines.

The Borough and Township have determined that it is desirable and in the public interest to cooperate and coordinate with each other to provide sewer service by inter-municipal sewer line extensions. This Agreement is intended to establish the basis for providing service through such extensions.

It is the intention of the Borough and the Township that each shall provide service directly only to customers within their own jurisdictions. Both the Borough and the Township intend

to own and operate all public sewer facilities within their respective geographical borders and that any and all customers connected to the sewer system within such borders shall be a direct customer of the municipality within whose borders the customer is located. Accordingly, any sewer line extensions as contemplated herein will require an inter-municipal arrangement for the use of the lines of the other municipality and for compensating that municipality for any additional costs incurred.

TERMS

NOW, THEREFORE, the Borough and the Township, in consideration of the mutual promises herein contained, hereby agree as follows:

1. When the Borough and Township agree that an area in one municipality shall be provided public sewer service by extending a sewer line from the other municipality, the terms of this Agreement shall apply. However, nothing herein contained shall be deemed to require either municipality to agree to any such arrangement, and each particular such extension must be separately approved by each municipality. Once such extension and connection is approved, however, such approval shall be irrevocable and, thereafter, the terms of this Agreement shall apply.

2. A customer provided sewer service by the extension of a line between the Borough and Township shall be the sewer customer of the municipality within whose geographical borders

the customer's property and sewage generating land use are located. For this purpose, any property held in single ownership, but which is divided by a municipal boundary, shall be deemed to be separate properties for the purposes of this Agreement. The relations between a municipality and its own customers shall not be affected hereby and each customer shall be required to pay to the municipality of which it is a customer any and all charges, including but not limited to sewer rents, connection and tapping fees, as may be imposed by that particular municipality and such imposition of charges shall be solely within the control of that said municipality.

3. Each municipality shall own, operate, and maintain all public sewer lines and facilities and their easements and appurtenances within its own geographical borders. Each municipality shall, therefore, control connections to its own lines. In addition, neither municipality shall permit any connection into its lines when such connection would cause sewage to be transported into the other municipality, except with the express consent of that other municipality.

4. Whenever a public sewer line crosses the Borough-Township boundary, the municipality ("transporting municipality") from which the sewage is emanating shall compensate the other municipality ("receiving municipality") into which the sewage is being transported for receiving the sewage so transported. Such

compensation shall be an amount equal to the sewer rent which the customer located in the transporting municipality and connected to the inter-municipal sewer line would pay to the receiving municipality according to the rates and schedules established by the receiving municipality from time to time for similar customers, if such customer were located in the receiving municipality and were a direct customer of the receiving municipality. If there is more than one customer in the transporting municipality connected to the inter-municipal line, the compensation to the receiving municipality from the transporting municipality shall be the total of all such rents calculated as set forth above for each such customer. Payments hereunder shall be due and payable in the same manner and according to the same billing cycle as in effect for the receiving municipality's own customers. The charges set forth herein and the obligation of payment shall be independent of any charges established by the transporting municipality with its own customers and the payment status thereof, such charges between the transporting municipality and its own customers, as aforesaid, being independent of this Agreement.

5. No sewer line shall be extended nor any connection made between the lines of either municipality to the lines of the other municipality nor any connection made to any such line as extended, except as specifically approved for each such specific line connection, line extension and customer connection by both

the Borough and the Township. Nothing herein contained shall be deemed to require either the Borough or the Township to approve any such line connection, line extension or customer connection but, as aforesaid, once such connection or extension is approved, such approval shall be irrevocable and the terms hereof shall thereafter apply. In approving any such extension or connection, either the Borough or the Township, as the case may be, may attach conditions to its approval, which conditions shall be enforced to the extent of their authority by both municipalities. Such conditions may include, by way of example and not by way of limitation, construction specifications and limitations and requirements with respect to the quantity and quality of the effluent being discharged into the system.

6. If an inter-municipal sewer line is approved by both the Borough and Township, both municipalities shall have the right to review all plans and specifications for the line, to require prior notice of all construction activities, and to inspect the construction thereof in both municipalities.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

8. This Agreement shall become effective when duly approved by the Council of the Borough and the Board of Supervisors of the Township and when executed on behalf of

each such municipality, with the dates of execution hereof being shown under each official's signature hereto, the Agreement to be effective upon the date of the execution hereof by whichever municipality is the later to sign.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement by causing their hands and seals to be affixed hereto on the dates indicated.

ATTEST:

Richard A. Spino
Secretary

(BOROUGH SEAL)

BOROUGH OF MALVERN

By Patricia M. Grogan
Council President

Date: 5-17-88

ATTEST:

Marcella S. Boose
Secretary

(TOWNSHIP SEAL)

TOWNSHIP OF WILLISTOWN

By John H. White
Chairman, Board of Supervisors

Date: 5-10-88